

WELFARE TO WORK PROGRAM

(Mr. MARSHALL asked and was given permission to address the House for 1 minute.)

Mr. MARSHALL. Madam Speaker, there are 20,000 open jobs in Kansas and an unemployment rate of 3 percent. This is a 16-year low for our State. However, we face only a 63 percent national workforce participation rate.

Almost 40 percent of our country's labor force has given up on finding a job, or has lost motivation to work.

In Kansas, a top concern I have heard over our 40 townhalls this year is the need for a stronger workforce.

My colleagues and I must start work on a welfare to work program—a set of policies that will empower people to find a job that lifts them out of poverty and lifts their spirit with a sense of purpose.

Let's empower those across the country to get the training they need for a rewarding career and a quality of life that turns the tide of poverty and uncertainty toward personal and societal prosperity.

BORDER WALL FUNDING

(Mrs. TORRES asked and was given permission to address the House for 1 minute.)

Mrs. TORRES. Madam Speaker, I rise to express my disappointment that Republican leadership has added something as controversial as funding for the border wall to a critical bill funding our Nation's defense.

There is a reason those who live on the border and know the region best don't want this wall. They know this wall won't keep us safe, and they know it won't stop illegal immigration.

Instead of wasting \$1.6 billion in taxpayer dollars on a piece of security theater, DHS should focus its limited resources on its declared mission, which is "to safeguard the American people, our homeland, and our values." This wall does none of that.

Madam Speaker, I urge my colleagues to stop playing politics with our security and bring a clean bill to the floor.

CELEBRATING CRARY ART GALLERY'S 40TH ANNIVERSARY

(Mr. THOMPSON of Pennsylvania asked and was given permission to address the House for 1 minute and to revise and extend his remarks.)

Mr. THOMPSON of Pennsylvania. Madam Speaker, I rise today to celebrate the 40th anniversary of one of the treasures of the Pennsylvania's Fifth Congressional District, the Crary Art Gallery. The Crary Art Gallery was established in 1977 in Warren, Pennsylvania, by painter Gene Crary, and featured works by her late husband, the photographer, Clare J. Crary.

In 1988, the gallery expanded to include the Oriental Room and the Fountain Room. Its reopening in 2000

brought the addition of the Sculpture Court, featuring works by Marion Sanford.

Today, the Crary Art Gallery is dedicated to enriching the region's cultural offerings through noteworthy temporary exhibitions and the display of historical works.

Beginning August 18, the gallery will celebrate its 40th anniversary with the Ruby Exhibition, which will fill the entire museum with the finest works from its Permanent Collection, much of which has not been seen in many years.

I wish the Crary Art Gallery the best as it celebrates 40 incredible years of enriching the lives of those in the community with its invaluable cultural impact.

CELEBRATING ESTES PARK'S 100TH ANNIVERSARY

(Mr. POLIS asked and was given permission to address the House for 1 minute and to revise and extend his remarks.)

Mr. POLIS. Madam Speaker, I rise today in celebration of the 100th anniversary of the founding of Estes Park, Colorado—the gateway to Rocky Mountain National Park and one of the many treasured mountain towns in our beautiful Second Congressional District of Colorado.

Over 150 years ago, pioneers of the mountain west settled in Estes Park. Homesteaders came from all walks of life.

In April of 1917, the formal incorporation of the town of Estes Park took place, ensuring our community could continue to serve the growing needs of those living in and visiting the beautiful valley.

Since its incorporation, Estes Park has been a vital community partner in growing the outdoor recreation economy, playing host to 4.5 million visitors to Rocky Mountain National Park, making it the single most popular tourist attraction in our entire State. The iconic Stanley Hotel and the Historic Park Theatre are just a few of the iconic landmarks in Estes Park.

Estes Park's ZIP Code is 80517, and on August 5, 2017—8/5/17—Estes Park will have its official centennial celebration—80517. I am incredibly proud to represent the community of Estes Park and its citizens in Congress, and I am thrilled to celebrate the 100th anniversary of Estes Park.

RECOGNIZING THE 30TH ANNIVERSARY OF JOHN AND KAREN SHIMKUS

(Mr. SHIMKUS asked and was given permission to address the House for 1 minute and to revise and extend his remarks.)

Mr. SHIMKUS. Madam Speaker, as my colleague from Colorado recognized the 100th anniversary of Estes Park, I take to the floor to thank my wife for

putting up with me for 30 years—30 years ago today.

Madam Speaker, as we all know, behind every good man is a great woman. I wanted to come to the floor to thank her for helping raise our three boys, helping make sure that we attend church faithfully, and putting up with the hectic life that a lot of our constituents don't understand living in two places at one time, trying to manage a family in another State, while we are gone almost half of the year.

So I come to the floor just to pause and thank my beautiful wife, Karen, for sticking with me for 30 years.

□ 1230

PROVIDING FOR CONSIDERATION OF H.J. RES. 111, PROVIDING FOR CONGRESSIONAL DISAPPROVAL OF THE RULE SUBMITTED BY BUREAU OF CONSUMER FINANCIAL PROTECTION RELATING TO ARBITRATION AGREEMENTS

Mr. BUCK. Madam Speaker, by direction of the Committee on Rules, I call up House Resolution 468 and ask for its immediate consideration.

The Clerk read the resolution, as follows:

H. RES. 468

Resolved, That upon adoption of this resolution it shall be in order to consider in the House the joint resolution (H.J. Res. 111) providing for congressional disapproval under chapter 8 of title 5, United States Code, of the rule submitted by Bureau of Consumer Financial Protection relating to "Arbitration Agreements". All points of order against consideration of the joint resolution are waived. The joint resolution shall be considered as read. All points of order against provisions in the joint resolution are waived. The previous question shall be considered as ordered on the joint resolution and on any amendment thereto to final passage without intervening motion except: (1) one hour of debate equally divided and controlled by the chair and ranking minority member of the Committee on Financial Services; and (2) one motion to recommit.

The SPEAKER pro tempore (Mrs. WALORSKI). The gentleman from Colorado is recognized for 1 hour.

Mr. BUCK. Madam Speaker, for the purpose of debate only, I yield the customary 30 minutes to the gentleman from Colorado (Mr. POLIS), pending which I yield myself such time as I may consume. During consideration of this resolution, all time yielded is for the purpose of debate only.

GENERAL LEAVE

Mr. BUCK. Madam Speaker, I ask unanimous consent that all Members may have 5 legislative days in which to revise and extend their remarks.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Colorado?

There was no objection.

Mr. BUCK. Madam Speaker, I rise today in support of the rule and the underlying resolution.

Congressional Review Act resolutions must follow a prescribed form according to law. This rule provides for consideration of H.J. Res. 111 in keeping with that form.

Madam Speaker, we are here today to prevent Federal overreach by the Consumer Financial Protection Bureau, also known as the CFPB. According to the D.C. Circuit Court, this unaccountable government agency has more unilateral authority than any single commissioner or board member in any other independent agency in the United States Government.

On July 10, 2017, the CFPB exercised that vast authority by issuing a 776-page final rule that restricts the ability of consumers to enter into arbitration agreements. The CFPB's misguided rule effectively eliminates arbitration clauses, instead forcing consumers into significantly more burdensome court proceedings. Eliminating this overbearing rule is a big win for consumers.

Arbitration is an alternative to the judicial system, and it often results in a better outcome for consumers. According to the CFPB's own study, arbitration can be up to 12 times faster than litigation. This study also found that a class action lawsuit's average payout was just \$32 per person, not even close to the \$5,389 awarded on average from arbitration.

Moreover, it costs less for consumers to file an arbitration complaint than it does to file a new complaint in Federal court, making the arbitration system more accessible to all Americans.

Arbitration allows parties to use an independent mediator, instead of hiring expensive lawyers, to settle a dispute. While the rule promulgated by the Consumer Financial Protection Bureau is a bad deal for consumers, it is a huge win for trial lawyers, who make an average of \$1 million per case.

The legislation being considered today would eliminate the CFPB's prohibition on an individual's right to enter into contracts that include arbitration agreements.

The Congressional Review Act allows Congress to eliminate a rule from the executive branch, and prevents a substantially similar rule from being proposed in its place.

Checks and balances between the three branches of government are the cornerstone of our Constitution. The Congressional Review Act allows Congress to exercise our Article I authority and stop executive overreach that was never intended by the original legislation.

The Congressional Review Act is a powerful tool because it only requires 51 votes to pass in the Senate. To date, Congress has passed 14 CRAs that have been signed by the President. One by one, we have eliminated Obama administration rules that harm Americans and small businesses across this country.

Despite the work we have ahead, these CRAs are important to bringing regulatory relief to millions of Americans. President Trump campaigned on a promise to end government overregulation that hurts Americans and small businesses. He turned those words into

action by signing an executive order that requires two regulations be eliminated for every new regulation that is proposed.

President Trump has exceeded those expectations in his first 6 months. For every new proposed rule, he has eliminated 16 regulations.

Unfortunately, he has limited tools to rein in the Consumer Financial Protection Bureau, because it was designed to be unaccountable under Dodd-Frank. This is an agency that continues to be run by an unchecked Director. The structure of the bureau has even been ruled unconstitutional by the judicial branch.

A few weeks ago, the House of Representatives passed legislation to restructure the Consumer Financial Protection Bureau, restoring congressional oversight duties and moving the agency back under the regular legislative appropriations process. I hope the Senate will consider this bill and bring accountability to the Consumer Financial Protection Bureau.

I urge my colleagues to support this resolution and the underlying bill, and eliminate the bad antiarbitration rule issued by the Consumer Financial Protection Bureau.

Madam Speaker, I reserve the balance of my time.

Mr. POLIS. Madam Speaker, I yield myself such time as I may consume, and I rise in opposition to the rule and the underlying legislation, H.J. Res. 111, disapproval of the Consumer Financial Protection Bureau's arbitration rule.

Before turning to the underlying legislation, I want to raise concerns about the bulk of the work this week, which is the so-called minibus appropriations bill, in which this body will seek to spend over \$700 billion of deficit expenditures. That funding bill combines four major appropriations bills and represents more than half of discretionary spending. It includes our spending for the legislative branch, veterans, energy and water, and the Department of Defense.

Unfortunately, there is additional deficit spending that my colleagues on the other side of the aisle have decided to put in the bill, providing \$1.6 billion to build a border wall, directly contrary to the promises President Trump made on the campaign trail that another country would pay for the wall. Republicans are seeking to pass the bill to you, Madam Speaker, and our fellow taxpayers to pay for this wall, in direct violation of President Trump's promise.

They also stripped out a bipartisan amendment by Representative LEE that would end the 2001 AUMF and require Congress to come up with a new Authorization for Use of Military Force within 8 months that was placed into this bill in committee. Representative LEE's amendment was stripped out by the Rules Committee despite it being in the committee mark and despite bipartisan support to require an

Authorization for Use of Military Force. We really need to start making some decisions about the direction of our military. Representative LEE's amendment would have forced Congress to have that discussion.

Congress, unfortunately, seems to only work—or works best—when we are on the clock, the day or two before the expiration of funding, the day or two before an arbitrary time limit. This would apply a similar test to force Congress to have a discussion around the Authorization for Use of Military Force.

I have full confidence that, had that time not been met, Democrats and Republicans could have provided additional short-term extensions for the Authorization for Use of Military Force until such time Congress could come together to pass a new one, agree with the Senate, and send it to the President's desk.

Now on to the matters at hand.

This underlying resolution of disapproval weakens consumer protections while protecting big banks rather than consumers. This rule was crafted by the Consumer Financial Protection Bureau to help restore consumer rights and give consumers the ability to join together when they are taken advantage of by big banks.

Instead of debating ways to improve consumer protections or increase access to financial services, my colleagues instead have brought a Congressional Review Act resolution that would stop our own financial safety mechanisms from taking any future action on arbitration clauses in consumer financial products.

Now, we have all seen these arbitration clauses. You might need a magnifying glass because the font is small, the contract is large. Even sophisticated consumers often don't know that by unilaterally signing those rights away, they are removing their ability to address their grievances in court. In many cases, removing the ability to have any justice because when you have a large class, each of whom suffers a small amount of damage, even the cost of administering an arbitration claim can be prohibitive if the claim per affected individual is \$50, \$75, or \$100. Absent these kinds of protections, you give broad license for big banks to rip off large numbers of consumers and take a small amount of money from each of them. That is what this rule is intended to prevent.

The House Financial Services Committee did not hold any hearings on this rule. It didn't go through committee. It appeared just a few days ago when it was introduced. The Consumer Financial Protection Bureau didn't have the opportunity to testify about their studies or their findings, or the process they went through to finalize the rule, including input from the general public.

Congress has authorized the Consumer Financial Protection Bureau to examine the use of arbitration agreements by financial institutions and

consumer contracts; and, if necessary, to take appropriate steps to limit the use of them, to prevent arbitration agreements from being forced on consumers. In any particular case, both sides can certainly agree to arbitration. Given the choice, many consumers will choose arbitration. This is about forcing consumers and giving them no alternative but to give away their rights to sue in a court of law in favor of an arbitration process.

The Consumer Financial Protection Bureau found that 90 percent of arbitration agreements built into the fine print of financial consumer products actually do prohibit class action lawsuits. In cases involving credit card issuers, companies being sued used the arbitration clauses buried in the fine print contract to block class action lawsuits 65 percent of the time.

Again, even with the lower costs of administering an arbitration case, it is prohibitive if the claim per person is relatively small. So we are talking about situations where people are illegally ripped off of \$20, of \$100, of their annual credit card processing fee illegally charged. Their redress, absent a class action, is essentially nonexistent because even though the cost of pursuing an arbitration case is significantly less than the courts, they still can either take up an enormous amount of time or, if you hire outside counsel, thousands of dollars. Thank goodness, not the hundreds of thousands of dollars that a full court case can entail, but certainly thousands of dollars.

And if you were deprived of \$30 or \$50, are you just supposed to accept it? Or can hundreds or thousands of people who were ripped off band together and seek justice, as this rule would allow for?

Long before the Consumer Financial Protection Bureau took any action, the Department of Defense already recognized that forced arbitration clauses in consumer loans to servicemembers stripped away the rights of servicemembers and ultimately banned forced arbitration clauses in consumer loan products made to servicemembers. We don't want people taking advantage of members of our military. So, too, we don't want anybody taking advantage of members of the American public.

But we know that big banks don't want consumers to have more power when it comes to financial products. They prefer the deck remained stacked against consumers, even when a bank or a credit card company breaks the law.

When it comes to financial service products, most consumers are entirely at the mercy of our financial institutions. These arbitration clauses are buried in pages and pages of small print and disclosures that are very technical for people with a college degree, no less a high school degree, no less not even graduating from high school. The consumer doesn't have the ability to modify the contract before

they sign it—take it or leave it—or negotiate on any type of footing equally with the bank. They are left with a take-it-or-leave-it choice. According to the Bureau study, more than 75 percent of consumers surveyed did not know whether they were subject to an arbitration clause in their agreements, and less than 7 percent knew that those clauses limit their ability to bring a claim to court. That means 93 percent of the people who sign these agreements don't even realize they are signing their right to sue away, and that is because they are buried in fine print, are unclear, and run contrary to the fundamental American principle of the ability to seek justice when you are wronged.

This final rule restores consumer rights to band together when there is a systemic and widespread form of misconduct by a bank. This resolution of disapproval would stop consumers from even knowing if others were harmed in a similar manner by the same bank or lender so they could potentially band together.

I am glad that the Consumer Financial Protection Bureau final rule actually gave some power back to consumers. And now here we have the Republicans trying to take that power right away and give it back to the big banks.

Madam Speaker, I would like to include in the RECORD a letter signed by 310 organizations that include civil rights, faith-based, and consumer advocacy groups that support the arbitration rule.

JULY 12, 2017.

Re Final Rule on Arbitration Agreements.

MONICA JACKSON,
Office of the Executive Secretary, Consumer Financial Protection Bureau, Washington DC.

The 310 undersigned consumer, civil rights, labor, community, and non-profit organizations write to state our strong support for the Consumer Financial Protection Bureau (CFPB)'s final rule to limit pre-dispute binding mandatory (or forced) arbitration clauses in consumer finance contracts. The rule, which will restore consumers' ability to band together in court to pursue claims, is a significant step forward in the ongoing fight to curb predatory practices in consumer financial products and services and to make these markets fairer and safer.

Lenders and other financial services companies use forced arbitration to push consumers out of court and into a private arbitration system that is tilted against them. Forced arbitration eliminates the right to a civil jury trial, limits discovery, restricts or prohibits public disclosure of proceedings and outcomes, and makes meaningful appeals virtually impossible. It also often prohibits consumers from banding together in a class action to hold the company responsible.

Recent scandals again demonstrate the very real harm forced arbitration causes consumers. Reports show that customers had been trying to sue financial services institutions over fraudulent accounts going back a number of years. However, some banks forced those customers into secret, binding arbitration by invoking fine print in consumers' legitimate account agreements to block them from suing over reasons as outrageous as fake accounts, also helping to

keep the scandal out of the public eye. Even in cases where widespread fraud has been exposed, banks continue to invoke these fine-print clauses to kill lawsuits stemming from their illegal acts and block consumer recovery.

The CFPB's thorough arbitration study further documents how forced arbitration blocks consumer access to courts, shielding banks and lenders from meaningful accountability for their unlawful behavior. Finalizing the proposed rule will restore crucial class action rights that deter systemic abuses and bring much-needed transparency to consumer financial arbitration.

THE CFPB STUDY DATA SHOWS THAT FORCED ARBITRATION ELIMINATES CONSUMER CLAIMS AND SHIELDS COMPANIES FROM ACCOUNTABILITY

The CFPB's study verified the prevalence of forced arbitration clauses—including class action bans—in consumer financial contracts and found that this practice impacts tens of millions of consumers. Yet it also revealed that consumers typically have no idea they are signing away their right to sue in court when they participate in the financial marketplace.

The most obvious impact of forced arbitration clauses is that they block most consumer claims from going forward at all. Class action bans prevent consumers from bringing complaints of fraud or other abusive or deceptive practices in financial services because the individual value of these claims is often too small for a single consumer to afford to bring alone. Without the option to join together in a class action, just 25 consumers with claims of under \$1,000 pursued arbitration each year. In a country of over 320 million, these numbers leave no doubt that class action bans effectively wipe out consumer claims and thus shield corporate wrongdoers from liability. In the few claims that went to arbitration, the study also confirmed that forced arbitration overwhelmingly favors industry over consumers.

CLASS ACTIONS PROVIDE GREAT BENEFIT FOR CONSUMERS CHEATED BY SYSTEMIC WRONGDOING AND DETER RISKY OR ILLEGAL CONDUCT

The data makes clear that class actions provide a practical way for groups of consumers who have suffered the same kind of abuse from the same corporate wrongdoer to join together to attempt to hold the financial institution accountable. The CFPB study found that 34 million consumers received a total of \$2.2 billion in cash payments, debt forbearance, and other in-kind relief from 2008–2012—not including any attorneys' fees or court costs.

These findings were echoed in an empirical study by disinterested academics, which found consumer class actions against illegal overdraft fees “deliver[ed] fair compensation to a significant portion of class members.” Several major banks settled class actions that claimed the banks had purposely reordered consumer transactions to maximize the amount of overdraft fees charged to the consumer. This study found that plaintiffs in these cases recovered up to “65% of damages, with the variation based largely on the strength of the class's claims and the likelihood of winning certification of the class.” Yet unknown thousands of other consumers subject to similarly unlawful overdraft fee practices likely got little or no relief when class actions against their banks were dismissed due to arbitration clauses.

Even assuming that their claims would be fairly resolved in arbitration, leaving 34 million consumers to find their own attorney, establish the individual facts of their case, and take time off work to attend an arbitration will never be more efficient than pooling time and resources between millions of

consumers harmed in the same way by the same bank or lender to challenge abusive practices. Indeed, additional empirical scholarship demonstrates that most consumers are unaware when they have been harmed, unaware that the harm violates a law, or have decided that filing individual claims is not worth their time and expense.

Collective action is critically important, not only for enabling those already victimized to obtain justice, but also for deterring bad behavior and preventing harm to other victims. While each individual consumer may only lose \$25 or \$50 to a fraudulent charge or illegal fee, for example, unlawful practices implemented at a systemic level can add up to millions or more in ill-gotten gains for banks and lenders who violate the law. Government enforcers have limited resources, and the prospect of class actions helps ensure that banks and lenders obey legal requirements that protect consumers.

THE RULE'S REPORTING REQUIREMENTS ADD CRUCIAL TRANSPARENCY TO ARBITRATION

Our organizations strongly support the proposed provision to begin shining a light on individual arbitrations through reporting requirements. Unlike our legal system, which is built upon hundreds of years of precedent, common law principles, and statutory standards of fairness and ethics, arbitration firms have few constraints on their practices and scant record of their proceedings. The substantially shorter history of consumer arbitration has nonetheless produced both anecdotal claims of unethical behavior and documented systemic abuses by unregulated arbitration firms.

The rule's reporting requirements will lend crucial transparency and accountability to a previously opaque system. Increased transparency can help consumers make informed decisions when choosing how to pursue their claim, in line with well-established principles of the free market. Data collected by the CFPB will also help other government entities, as well as the general public, ensure that arbitrators operate within the law and treat all parties fairly.

THE RULE IS IN THE PUBLIC INTEREST AND FOR THE PROTECTION OF CONSUMERS

Because forced arbitration undermines compliance with laws and creates an uneven playing field between corporations that use forced arbitration and those that allow for greater consumer choice in dispute resolution, it is in the public interest and in the interest of consumer protection to prohibit or strictly curtail the use of forced arbitration clauses in consumer financial contracts.

We commend the CFPB for finalizing its rule to restore consumers' right to choose how to resolve disputes with financial institutions and address the public harm caused by forced arbitration, as thoroughly documented in its three-year, comprehensive study.

Thank you for the opportunity to share our views.

NATIONAL SIGNATORIES

9to5 National Association of Working Women; Action In Maturity, Inc.; Affordable Housing Alliance; AFL-CIO; Alianza Americas; Alliance for Justice; Allied Progress; American Association for Justice; American Association of University Women (AAUW); American Council of the Blind; American Family Voices; American Federation of State, County and Municipal Employees (AFSCME); American Federation of Teachers; Americans for Democratic Action; Americans for Financial Reform; Association of University Centers on Disabilities; Bankruptcy Law Center; The Bazelon Center for Mental Health Law; Center for Economic Integrity; Center for Economic Justice.

Center for Global Policy Solutions; Center for Justice & Democracy; Center for Popular Democracy; Center for Progressive Reform; Center for Responsible Lending; Centro Legal de la Raza; CFED; Committee to Support the Antitrust Laws; Consumer Action; Consumer Federation of America; Consumers for Auto Reliability and Safety; Consumers Union; Consumer Voice; Daily Kos; Demos; Disability Rights Education & Defense Fund; Economic Analysis and Research Network (EARN); Economic Policy Institute; The Employee Rights Advocacy Institute For Law & Policy; Equal Justice Society.

Equal Justice Works; Fair Share; The Financial Clinic; Food & Water Watch; Fund Democracy; Government Accountability Project; Heartland Alliance for Human Needs & Human Rights; Hindu American Foundation; Homeowners Against Deficient Dwellings; Institute for Agriculture and Trade Policy; The Institute for College Access & Success; Institute for Science and Human Values; Interfaith Center on Corporate Responsibility; International Association for College Admission Counseling; Jobs With Justice; Justice in Aging; The Leadership Conference on Civil and Human Rights; League of United Latin American Citizens; Main Street Alliance; Manufactured Housing Action; Mission Asset Fund.

NAACP; NAACP Legal Defense and Educational Fund, Inc.; National Association for College Admission Counseling; National Association of Consumer Advocates; National Association of Social Workers (NASW); National Center for Law and Economic Justice; National Center for Lesbian Rights; National Center for Transgender Equality; National Coalition for Asian Pacific American Community Development; National Community Reinvestment Coalition (NCRC); National Council of Jewish Women; National Council of La Raza; National Consumer Law Center (on behalf of its low income clients); National Consumers League; National Employment Lawyers Association; National Employment Law Project; National Fair Housing Alliance; National Health Law Program; National Latino Farmers & Ranchers Trade Association; National Legal Aid and Defender Association.

National LGBTQ Task Force; National Partnership for Women & Families; National Organization for Women; National Urban League; National Women's Law Center; New Rules for Global Finance; Occupational Safety & Health Law Project; Other98; People's Action; Privacy Rights Clearinghouse; Progressive Congress Action Fund; Protect All Children's Environment; Public Citizen; Public Justice; Public Knowledge; Public Law Center; The Rootstrikers Project at Demand Progress; Salvadoran American National Network (SANN); Service Employees International Union (SEIU); Small Business Majority.

Southern Poverty Law Center; TURN—The Utility Reform Network; United Auto Workers (UAW); United Church of Christ Justice and Witness Ministries; United Policyholders; U.S. PIRG; Veterans Education Success; Woodstock Institute; Workplace Fairness; Worksafe; World Hunger Education, Advocacy & Training (WHEAT); Young Invincibles.

STATE AND LOCAL SIGNATORIES

Alabama: Woodmere Neighborhood Association—AL.

Arkansas: Arkansans Against Abusive Payday Lending—AR; Arkansans Advocates for Children and Families—AR.

Arizona: Arizona Community Action Association—AZ; Arizona PIRG—AZ; Gila County Community Services—AZ; Mesa Community Action Network—AZ; Save the Family Foundation of Arizona—AZ.

California: California Reinvestment Coalition—CA; CALPIRG—CA; Center for Public Interest Law, University of San Diego School of Law—CA; Consumer Attorneys of California—CA; Consumer Federation of California—CA; East Bay Community Law Center—CA; Golden State Manufactured-home Owners League—CA; Law Foundation of Silicon Valley—CA; The Greenlining Institute—CA.

Colorado: 9to5 Colorado—CO; Bell Policy Center—CO; Build Our Homes Right—CO; Colorado AFL-CIO—CO; Colorado Alliance of Retired Americans—CO; Colorado Council of Churches—CO; Colorado Fiscal Institute—CO; Colorado Latino Forum, Denver Chapter—CO; Colorado Latino Leadership, Advocacy and Research Organization (CLLARO)—CO; Colorado Public Interest Research Group (PIRG)—CO; Colorado Trial Lawyers Association—CO; NAACP State Conference—CO, MT, WY; National Council of Jewish Women, Colorado Section—CO; The Interfaith Alliance of Colorado—CO.

Connecticut: Capital For Change, Inc.—CT; CT. Citizen Action Group—CT; Connecticut Legal Services, Inc.—CT; ConnPIRG—CT.

Delaware: Legal Aid Society of the District of Columbia—DC; ACLU of Delaware, Inc.—DE; Community Legal Aid Society, Inc.—DE; Delaware Alliance for Community Advancement—DE; Delaware Community Reinvestment Action Council, Inc.—DE; Delaware Manufactured Homeowners Association (DMHOA)—DE.

Florida: Catalyst Miami—FL; Fair Housing Center of the Greater Palm Beaches—FL; Florida Alliance for Consumer Protection—FL; Florida PIRG—FL; Jacksonville Area Legal Aid, Inc.—FL; Progress Florida—FL.

Georgia: Georgia PIRG—GA; Georgia Rural Urban Summit—GA; Georgia Watch—GA.

Iowa: Iowa Citizens for Community Improvement—IA; Iowa PIRG—IA.

Illinois: Chicago Jobs Council—IL; Citizen Action—IL; Illinois Asset Building Group—IL; Illinois Association for College Admission Counseling—IL; Illinois PIRG—IL; Manufactured Home Owners Association of Illinois—IL; Metropolitan Tenants Organization—IL; Partners In Community Building, Inc.—IL; Project IRENE—IL.

Indiana: Habitat for Humanity of Northeast Indiana—IN; HomesteadCS—IN; Indiana University McKinney School of Law—IN.

Kansas: Interfaith Housing Services, Inc.—KS; Labette Assistance Center—KS.

Kentucky: Homeless & Housing Coalition of Kentucky—KY; Kentucky Council of Churches—KY; Kentucky Equal Justice Center—KY.

Louisiana: The Middleburg Institute/LABEST—LA; PREACH—LA.

Massachusetts: Cambridge Economic Opportunity Committee, Inc.—MA; Community Action!—MA; Consumer World—MA; Massachusetts Consumers Council, Inc.—MA; MASSPIRG—MA; The Midas Collaborative—MA.

Maryland: Baltimore CASH Campaign—MD; Baltimore Neighborhoods, Inc.—MD; Belair-Edison Neighborhoods, Inc.—MD; Civil Justice, Inc.—MD; Housing Options & Planning Enterprises, Inc.—MD; Howard County Office of Consumer Protection—MD; Maryland CASH Campaign—MD; Maryland Consumer Rights Coalition—MD; Maryland PIRG—MD; Maryland United for Peace and Justice—MD; Public Justice Center—MD.

Michigan: Michigan Association for College Admission Counseling—MI; Michigan Disability Rights Coalition—MI; PIRG in Michigan (PIRGIM)—MI; Progress Michigan—MI.

Minnesota: Mid-Minnesota Legal Aid—MN; Minnesota Association for College Admission Counseling—MN.

Missouri: Missouri Association for College Admission Counseling—MO; Missouri Faith

Voices—MO; Missouri PIRG—MO; MORE—Missourians Organizing for Reform and Empowerment—MO.

Mississippi: Mississippi Center for Justice—MS.

Montana: AFSCME Montana Council 9—MT; Greater Yellowstone Central Labor Council—MT Laborers Local #1686—MT; Montana Organizing Project—MT Rural Dynamics, Inc.—MT.

North Carolina: Financial Pathways of the Piedmont—NC; North Carolina Consumers Council—NC; North Carolina Justice Center—NC; NCPIRG—NC; OnTrack WNC Financial Education & Counseling—NC; Reinvestment Partners—NC; The Collaborative NC—NC; Winston Salem Forsyth County Asset Building Coalition—NC.

North Dakota: North Dakota Economic Security and Prosperity Alliance—ND; Sacred Pipe Resource Center—ND.

Nebraska: Nebraska Appleseed—NE.

New Hampshire: Granite State Organizing Project—NH; NHPIRG—NH.

New Jersey: Consumers League of New Jersey—NJ; Legal Services of New Jersey—NJ; Manufactured Home Owners of New Jersey, Inc.—NJ; New Jersey Association for College Admission Counseling—NJ; New Jersey Citizen Action—NJ; NJ PIRG—NJ; Sisters of St. Dominic of Caldwell—NJ.

New Mexico: Center for Economic Integrity—New Mexico Office—NM; NMPIRG—NM.

Nevada: Legal Aid Center of Southern Nevada, Inc.—NV; Opportunity Alliance Nevada—NV.

New York: Bankruptcy Law Center—NY; Central New York Citizens in Action, Inc.—NY; Community Service Society of New York—NY; Empire Justice Center—NY; Empire State Consumer Project—NY; Housing and Family Services of Greater New York, Inc.—NY; Hudson River Housing—NY; JASA Legal Services for the Elderly in Queens—NY; Keuka Housing Council, Inc.—NY; Long Island Housing Services, Inc.—NY; Make the Road New York—NY; MFY Legal Services, Inc.—NY; NELANY (New York Affiliate of National Employment Lawyers Association)—NY; New Economy Project—NY; New York Legal Assistance Group—NY; New York Public Interest Research Group (NYPIRG)—NY; New York State Association for College Admission Counseling—NY; Public Utility Law Project of New York—NY; Western New York Law Center—NY.

Ohio: Cleveland Tenants Organization—OH; COHHIO—OH; Habitat for Humanity of Findlay/Hancock County—OH; Miami Valley Fair Housing Center, Inc.—OH; Neighborhood Housing Services of Greater Cleveland—OH; Ohio Association of Local Reentry Coalitions—OH; Ohio PIRG—OH; Ohio Poverty Law Center—OH.

Oregon: Innovative Changes—OR; Oregon Consumer League—OR Oregon PIRG (OSPIRG)—OR.

Pennsylvania: Integra Home Counseling, Inc.—PA; Keystone Progress—PA; Pathways PA—PA; Pennsylvania Association for College Admission Counseling—PA; Pennsylvania National Organization for Women—PA; PennPIRG—PA.

Rhode Island: RIPIRG—RI.

South Carolina: Columbia Consumer Education Council—SC; SC Association for Community Economic Development—SC; South Carolina Appleseed Legal Justice Center—SC.

Tennessee: New Level Community Development Corporation—TN; Tennessee Citizen Action—TN.

Texas: Chinese Community Center, Houston—TX; Equal Justice Center—TX; Family Houston—TX; Literacy Advance of Houston—TX; Take Back Your Rights PAC—TX; Texas Appleseed—TX; Texas Consumer Asso-

ciation—TX; Texas Watch—TX; TexPIRG—TX; United Way of Greater Houston—TX.

Virginia: Virginia Citizens Consumer Council—VA; Virginia Poverty Law Center—VA; Virginia Organizing—VA.

Vermont: Vermont PIRG (VPIRG)—VT.

Washington: Columbia Legal Services—WA; The Northwest Consumer Law Center—WA; SafeWork Washington—WA; WashPIRG—WA.

Wisconsin: Legal Aid Society of Milwaukee—WI; WISPIRG—WI.

West Virginia: Mountain State Justice—WV; WV Center on Budget and Policy—WV; West Virginia Citizen Action Group—WV.

Regional: Potomac and Chesapeake Association for College Admission Counseling; Southern Association for College Admission Counseling; Tri-State Coalition for Responsible Investment; Western Association for College Admission Counseling.

Mr. POLIS. Madam Speaker, this letter, which I think my colleagues will find convincing, has 310 groups that have signed on in support of this rule, including groups from across the ideological spectrum, across the States, many faith-based groups, and many others, including from my friend from Colorado's and my home State, the Interfaith Alliance of Colorado; the National Council of Jewish Women, Colorado Section; the NAACP State Conference of Colorado; the Colorado Fiscal Institute; the Colorado Council of Churches; the Colorado Alliance of Retired Americans, and many others.

□ 1245

So I am glad that this will appear in the RECORD for all of Congress to see. I will encourage my colleagues to read this letter and see who signed it before casting your vote on the repeal of this rule, the Congressional disapproval resolution. So this will appear in the RECORD, and I know that my colleagues will study that RECORD before making their decision.

Prior to the creation of the Consumer Financial Protection Bureau, Federal consumer protection laws were enforced by a number of different regulators and different agencies. This was uneven and, after the 2008 financial crisis, I was personally glad that we were able to pull together the efforts to protect consumers in the Consumer Financial Protection Bureau.

But despite their success, Republicans have been going after the Consumer Financial Protection Bureau ever since. Despite record profits by banks and Wall Street, here we are trying to go back to a time when there was nobody to keep them in check. Despite the Consumer Financial Protection Bureau returning nearly \$12 billion to harmed consumers, the Republicans continue to attack the agency.

This is entirely the purpose that the Consumer Financial Protection Bureau was created, this type of rule. Congress specifically authorized the Consumer Financial Protection Bureau to study forced arbitration agreements, and determine what steps were necessary.

The Bureau undertook an extensive rulemaking process that had public comments. I hope my colleagues across

the aisle who support this repeal were active in that public comment process because that was an important time to be heard. The banks participated in that, consumer groups, and so many other stakeholders before the final rule was issued.

My colleagues across the aisle have not offered any evidence in support of this resolution of disapproval. Why are you seeking to strip rights away from consumers in this fashion?

The Consumer Financial Protection Bureau found that just 400 consumers per year pursue claims in arbitration, with only 16 receiving any cash relief. Again, when you are ripped off of a relatively small amount of money, you don't have redress in the courts as a sole plaintiff. You don't have redress—I shouldn't say you don't; you technically do—you don't have an economic form of redress in the courts, and you don't have an economically viable form of redress through arbitration.

So the only true mechanism, if you have a million people, each of whom are deprived of \$20 or \$50, the only realistic legal mechanism is a class action lawsuit, which this rule would protect.

There is also no evidence to show, no studies—I would challenge my colleagues to cite them if there are—to show that removing this type of clause can somehow increase costs to consumers.

Frankly, this resolution of disapproval is just a giveaway to big banks at the expense of you, me, everybody who has a credit card, everybody who has a loan—the wrong direction for the country.

Madam Speaker, I reserve the balance of my time.

Mr. BUCK. Madam Speaker, I yield 4 minutes to the gentleman from Pennsylvania (Mr. ROTHFUS), the author of this resolution.

Mr. ROTHFUS. Madam Speaker, I rise today to call on all of my colleagues to support this resolution and the underlying legislation, H.J. Res. 111.

The Consumer Financial Protection Bureau's antiarbitration rule will cause a great deal of harm to consumers, including consumers who wish to settle a dispute with a firm in a timely and effective fashion, as well as other consumers who will see their options and choices diminished and their costs increased by this rule.

The CFPB's rule will hurt the very people the CFPB claims it is supposed to help by depriving individuals of the efficient and effective process of arbitration. The CFPB itself acknowledged that arbitration is 12 times faster, on average, than class actions.

In today's fast-paced economy, hard-working Americans may want to pursue a quicker option than becoming a party to costly and time-consuming litigation that can take years.

Not only are class actions burdensome in terms of time, but they often produce negligible benefits for the plaintiffs in question. In fact, class actions reviewed in the CFPB study resulted in an average recovery of only

\$32 per class member. This is so minuscule that the firms being sued are forced to charge their customers additional fees, which fees may be larger than the initial recovery to cover the costs of the firm's legal fees. This often leaves customers worse off financially than if they had never chosen to settle their dispute.

Contrast this negligible or non-existent relief and headache it causes consumers with the average \$5,300 of relief that consumers obtained through arbitration in the cases that the CFPB reviewed in its own study. Contrast the \$32 average individual recovery as well with the average \$1 million that plaintiff lawyers make per settled case.

Madam Speaker, consider also the fact that 87 percent of class actions generate no benefits for consumers whatsoever because they are dismissed by the Court or settled with the named plaintiff only.

In addition to the direct harm the CFPB's antiarbitration rule will cause to consumers, it will also have negative effects on a variety of companies and firms that will have to prepare themselves for falling victim to costly litigation. In light of that, they will be unlikely to direct any financial resources toward providing their customers even the option for arbitration.

In addition, many firms are unavailable to survive such costly litigation, meaning they will either go out of business or be forced to stop offering certain products and services.

How will this benefit consumers?

It won't. It will make their purchases costlier and the products and services they need more difficult to find.

If you want to help ensure consumer recoveries and justice—and we all do—depriving them of the most efficient and most remunerative option is not the answer. Sadly, that is precisely what will result from the CFPB's misguided, anticonsumer rule.

The CFPB's antiarbitration rule will close the door to recovery for consumers, but open the door for million-dollar trial attorney's fees. The underlying legislation considered today will reopen the door to consumer recovery.

Mr. POLIS. It is wonderful to have so many Coloradans here, isn't it, Madam Speaker?

The SPEAKER pro tempore. Absolutely.

Mr. POLIS. Madam Speaker, I yield 3 minutes to the gentleman from Texas (Mr. DOGGETT), another great State that borders the State of Colorado.

Mr. DOGGETT. It once included the State of Colorado, or part of it.

Madam Speaker, I think Republicans are just scared. They are afraid to leave town this week without doing another favor for Wall Street, and this proposal to undermine consumer rights is the next gift that they want to bestow on the big banks.

Republicans can never seem to find their voice, no matter how outrageous the latest Trump tweet might be. They cannot pass meaningful legislation on

other subjects, but they feel compelled to answer when Wall Street comes "a calling," as it has on this bill.

Only last month, Republicans approved a bill to give Trump the power to fire the chief cop on the beat; that would be the Director of the Consumer Financial Protection Bureau, who Trump could now dump for actually trying to do his job of protecting consumers from abusive financial practices.

Of course, we see daily that Trump thinks the White House is just a new venue for the latest sequel of "The Apprentice," with him declaring "you're fired" to one person after another, no matter how much damage he does to our national security or to the economic security of families that are struggling to make a go of it all over America.

Well, today's Republican gift to Wall Street is about denying any effective remedy to those who are abused by big banks. A bank can rightfully go to court if a consumer abuses it, and that happens every day in courts across America, with good reason, because it is not a one-way street.

But in the non-negotiable, deceitful fine print at the back of the contract, the bank can deny the consumer the very same opportunity to go to court if that consumer is abused. It is called arbitration, but what it really means is that if a consumer has been treated wrong, neither a judge nor a jury can ever evaluate the facts and conclude for the consumer.

Since usually the arbitrator depends upon the same bank or group of banks to get repeat business, the arbitrator has an incentive to rule against the consumer and for the bank. Often arbitration is little better than going to the bank's own attorney and asking: Do you think your client did anything wrong? And if so, should they do any more than say "I'm sorry"?

Arbitration is the very scheme that Wells Fargo relied upon to obstruct any opportunity for ordinary consumers who tried to hold their bank accountable for creating accounts to which they never gave any consent and charging them for it. Wells Fargo used those arbitration clauses to kick the consumers out of court and to continue its fraud against consumers across America for another 2 years. That is the kind of practice that we will have more of if this legislation is approved.

You know, in the Military Lending Act of 2007, Congress showed the good sense to try to protect our servicemembers who are defending our country all over the world in certain of their loan agreements from having a lender impose a mandatory arbitration agreement. And what, today, we should be doing is supporting similar protections for other Americans who can be exposed to the same type of abuse.

Today's bill to undermine consumer protection is opposed by The Military Coalition and 29 other servicemember and veterans groups representing mil-

lions of people. This sorry bill is also opposed by a number—I think literally hundreds of consumer, civil rights, labor, and community groups.

All we are saying in rejecting this bill is to give consumers their day in court, give them the same rights the banks want. In fact, treat consumers as if they were banks because they should be treated with the same dignity and the same rights; and we do that by rejecting this bill and rejecting it soundly.

Mr. BUCK. Madam Speaker, I yield 3 minutes to the gentleman from Missouri (Mr. LUETKEMEYER), the chairman of the Financial Institutions and Consumer Credit Subcommittee.

Mr. LUETKEMEYER. Madam Speaker, I thank the gentleman from Colorado (Mr. BUCK) for his help in quickly bringing this resolution to the floor.

Madam Speaker, I rise today in support of this rule and the underlying resolution, which would block the Consumer Financial Protection Bureau from denying the American people the use of arbitration as a means to resolve consumer complaints.

Since the creation of the Consumer Financial Protection Bureau, consumer costs have gone up and access to financial products has been severely restricted. In some cases, access has evaporated altogether.

The Bureau's arbitration rule is proof of what we have said for years: the CFPB does not operate in the best interest of American consumers. It does not protect the American people, their access to financial products, or their ability to achieve financial independence.

Take as evidence the CFPB's own study on arbitration. It shows that just 13 percent of class action suits actually provided a benefit to consumers, with an average payout of \$32. Let me say that again: an average payout of \$32.

Arbitration, on the other hand, provides an average of more than \$5,000—let me say that again: over \$5,000—to the aggrieved parties.

Again, these figures come from the Bureau's own analysis, their own study. The fact that they cannot somehow justify this rule in the name of consumer protection should offend every single person on this floor today, Madam Speaker.

Simply put, this rule is anticonsumer. It hurts the very people the CFPB purports to protect. It is yet another example of the Washington-knows-best attitude that makes the American people so mad.

This is also why Congress has the oversight tools granted under the Congressional Review Act. In this instance, it is time for Congress to intervene on behalf of the people we represent.

We have argued about the CFPB in the past, but the reality is that this rule, in particular, will have devastating consequences for American consumers. It should serve as a dramatic wake-up call for the need to restrain what is the most powerful and

unaccountable government agency in the history of our Nation.

I thank the gentleman from Pennsylvania (Mr. ROTHFUS) and Chairman HENSARLING for their steadfast leadership on this very important issue.

Madam Speaker, I ask my colleagues for their support on the rule and the underlying measure.

□ 1300

Mr. POLIS. Madam Speaker, I yield 2 minutes to the gentlewoman from Ohio (Ms. KAPTUR).

Ms. KAPTUR. Madam Speaker, I thank the ranking member, Mr. POLIS, for yielding me the time.

Madam Speaker, I rise today to oppose the rule and underlying bill by my Republican colleagues. The Republican bill favors big Wall Street megabanks and financial interests over the American people. I would ask my Republican friends: Don't you remember the financial crash of 2008 and who created it?

Their bill repeals a new Consumer Financial Protection Bureau rule which cuts down on those companies' abilities to use so-called forced arbitration clauses which prevent cheated or defrauded consumers from going to court. In other words, they prevent the victims from going to court. They want to handcuff the customers, not the megabanks that took them to the cleaners.

This takes us back to the days of when the fine print in the credit card or other financial agreement prevented consumers from banding together in class action lawsuits to challenge illegal behavior by the most powerful financial giants in the world. Try to deal with one of them as an individual. They don't even return phone calls, for heaven's sake. You get in that robo system for hours and hours, and then the phone call cuts off.

Republicans want to dismantle the Consumer Financial Protection Bureau, even after the agency's work for consumers resulted in \$12 billion in relief to 27 million Americans who were harmed, and that is just the beginning.

Why is this Republican-led Congress so keen on protecting companies like Wells Fargo that used arbitration clauses and class action bans to create fraudulent accounts, overcharge customers with debit fees and mortgages, and even avoid responsibility for their misconduct? Criminal misconduct.

You can laugh. Come and meet the millions of people who have lost their homes across this country or are underwater on their mortgages. There is no justice for them.

The idea that banks can rip off consumers by abusing obscure clauses buried deep in their contracts is totally outrageous.

The SPEAKER pro tempore. The time of the gentlewoman has expired.

Mr. POLIS. Madam Speaker, I yield an additional 1 minute to the gentlewoman.

Ms. KAPTUR. The Consumer Financial Protection Bureau's rule banning

the use of these clauses is simply a commonsense step to ensure that all consumers have equal access to justice. This is the people's House. We should protect consumers from the wolves. Our job is to keep them at bay, not make it easier for them to prey on the American people. This is not what President Trump ran on.

Madam Speaker, I urge my colleagues to vote "no" and stand with America's consumers over special interests, particularly the financial predators that brought this country to ruin.

Mr. POLIS. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker, for months now we have been debating bills that hurt hardworking Americans—bills that kick millions, tens of millions, of people off health insurance; bills that gut safety and environmental protections that would keep our air clean; bills that prioritize the interests of Wall Street over Main Street.

This is not what my constituents want. It is also not what the constituents of many of us want. Madam Speaker, for this reason, Democrats have unveiled an agenda to increase wages, reduce costs for everyday expenses, and give workers the training they need to compete in 21st century jobs.

Madam Speaker, if we defeat the previous question, I will offer an amendment to the rule to bring up Representative POCAN's Leveraging Effective Apprenticeships to Rebuild National Skills Act, H.R. 2933, which would promote effective apprenticeships that would give students and workers more opportunities to find good-paying jobs.

Madam Speaker, I ask unanimous consent to insert the text of my amendment in the RECORD, along with extraneous material, immediately prior to the vote of the previous question.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Colorado?

There was no objection.

Mr. POLIS. Madam Speaker, we have less than 4 days left before the scheduled August recess. I hope in that time we can focus on strengthening the economy and empowering consumers rather than taking away consumers' rights, like this bill does.

We should focus on fixing our broken immigration system to create more economic growth and reduce our deficit, and we should create jobs and make sure that more people are covered by healthcare, not less.

Instead, here we are, spending time on the floor of the House stripping away consumer protections and spending American taxpayer money on an unwanted border wall, in direct violation of President Trump's promise.

Madam Speaker, I oppose this rule, and I oppose the underlying legislation. I strongly urge my colleagues to vote "no" on both, and I yield back the balance of my time.

Mr. BUCK. Madam Speaker, I yield myself the balance of my time.

The Consumer Financial Protection Bureau has been a continuous example of Federal overreach. Once again, bureaucrats in Washington have created a rule that will hurt consumers and make their lives more difficult.

The last 8 years of overregulation have crippled our economy. Today, we have a chance to end this antiarbitration rule and empower consumers with an alternative to spending years in a courtroom.

We can't let concerns about the trial lawyer lobby impact the way we treat consumers. Trial lawyers love this rule enacted by the Consumer Financial Protection Bureau because they will be the biggest beneficiaries. They will walk home with the big winnings, while the individuals who have been harmed walk away with little.

Arbitration allows harmed individuals to receive payouts on the merits of their case without enriching the pockets of trial lawyers at the same time. This legislation is for consumers. It is for the average American who relies on our financial system every day.

Madam Speaker, I thank Chairman SESSIONS and Chairman HENSARLING for bringing this bill to the floor. I urge my colleagues now to vote "yes" on the resolution, and then to vote "yes" on the underlying bill.

The material previously referred to by Mr. POLIS is as follows:

AN AMENDMENT TO H. RES. 468 OFFERED BY
MR. POLIS

At the end of the resolution, add the following new sections:

SEC. 2. Immediately upon adoption of this resolution the Speaker shall, pursuant to clause 2(b) of rule XVIII, declare the House resolved into the Committee of the Whole House on the state of the Union for consideration of the bill (H.R. 2933) to promote effective registered apprenticeships, for skills, credentials, and employment, and for other purposes. The first reading of the bill shall be dispensed with. All points of order against consideration of the bill are waived. General debate shall be confined to the bill and shall not exceed one hour equally divided and controlled by the chair and ranking minority member of the Committee on Education and the Workforce. After general debate the bill shall be considered for amendment under the five-minute rule. All points of order against provisions in the bill are waived. At the conclusion of consideration of the bill for amendment the Committee shall rise and report the bill to the House with such amendments as may have been adopted. The previous question shall be considered as ordered on the bill and amendments thereto to final passage without intervening motion except one motion to recommit with or without instructions. If the Committee of the Whole rises and reports that it has come to no resolution on the bill, then on the next legislative day the House shall, immediately after the third daily order of business under clause 1 of rule XIV, resolve into the Committee of the Whole for further consideration of the bill.

SEC. 3. Clause 1(c) of rule XIX shall not apply to the consideration of H.R. 2933.

THE VOTE ON THE PREVIOUS QUESTION: WHAT
IT REALLY MEANS

This vote, the vote on whether to order the previous question on a special rule, is not

merely a procedural vote. A vote against ordering the previous question is a vote against the Republican majority agenda and a vote to allow the Democratic minority to offer an alternative plan. It is a vote about what the House should be debating.

Mr. Clarence Cannon's Precedents of the House of Representatives (VI, 308-311), describes the vote on the previous question on the rule as "a motion to direct or control the consideration of the subject before the House being made by the Member in charge." To defeat the previous question is to give the opposition a chance to decide the subject before the House. Cannon cites the Speaker's ruling of January 13, 1920, to the effect that "the refusal of the House to sustain the demand for the previous question passes the control of the resolution to the opposition" in order to offer an amendment. On March 15, 1909, a member of the majority party offered a rule resolution. The House defeated the previous question and a member of the opposition rose to a parliamentary inquiry, asking who was entitled to recognition. Speaker Joseph G. Cannon (R-Illinois) said: "The previous question having been refused, the gentleman from New York, Mr. Fitzgerald, who had asked the gentleman to yield to him for an amendment, is entitled to the first recognition."

The Republican majority may say "the vote on the previous question is simply a vote on whether to proceed to an immediate vote on adopting the resolution . . . [and] has no substantive legislative or policy implications whatsoever." But that is not what they have always said. Listen to the Republican Leadership Manual on the Legislative Process in the United States House of Representatives, (6th edition, page 135). Here's how the Republicans describe the previous question vote in their own manual: "Although it is generally not possible to amend the rule because the majority Member controlling the time will not yield for the purpose of offering an amendment, the same result may be achieved by voting down the previous question on the rule. . . . When the motion for the previous question is defeated, control of the time passes to the Member who led the opposition to ordering the previous question. That Member, because he then controls the time, may offer an amendment to the rule, or yield for the purpose of amendment."

In Deschler's Procedure in the U.S. House of Representatives, the subchapter titled "Amending Special Rules" states: "a refusal to order the previous question on such a rule [a special rule reported from the Committee on Rules] opens the resolution to amendment and further debate." (Chapter 21, section 21.2) Section 21.3 continues: "Upon rejection of the motion for the previous question on a resolution reported from the Committee on Rules, control shifts to the Member leading the opposition to the previous question, who may offer a proper amendment or motion and who controls the time for debate thereon."

Clearly, the vote on the previous question on a rule does have substantive policy implications. It is one of the only available tools for those who oppose the Republican majority's agenda and allows those with alternative views the opportunity to offer an alternative plan.

Mr. BUCK. Madam Speaker, I yield back the balance of my time, and I move the previous question on the resolution.

The SPEAKER pro tempore. The question is on ordering the previous question.

The question was taken; and the Speaker pro tempore announced that the ayes appeared to have it.

Mr. POLIS. Madam Speaker, on that I demand the yeas and nays.

The yeas and nays were ordered.

The SPEAKER pro tempore. Pursuant to clause 9 of rule XX, the Chair will reduce to 5 minutes the minimum time for any electronic vote on the question of adoption of the resolution.

The vote was taken by electronic device, and there were—yeas 229, nays 184, not voting 20, as follows:

[Roll No. 410]

YEAS—229

Abraham	Gowdy	Nunes
Aderholt	Granger	Olson
Allen	Graves (GA)	Palazzo
Amash	Graves (LA)	Palmer
Amodei	Griffith	Paulsen
Arrington	Grothman	Pearce
Babin	Guthrie	Perry
Bacon	Handel	Pittenger
Banks (IN)	Harper	Poe (TX)
Barietta	Harris	Poliquin
Barr	Hartzler	Posey
Barton	Hensarling	Ratcliffe
Bergman	Herrera Beutler	Reed
Biggs	Hice, Jody B.	Reichert
Bilirakis	Higgins (LA)	Rice (SC)
Bishop (MI)	Hill	Roby
Bishop (UT)	Holding	Roe (TN)
Black	Hollingsworth	Rogers (AL)
Blackburn	Hudson	Rogers (KY)
Blum	Huizenga	Rohrabacher
Bost	Hultgren	Rokita
Brady (TX)	Hunter	Rooney, Francis
Brat	Hurd	Rooney, Thomas J.
Bridenstine	Issa	Ros-Lehtinen
Brooks (IN)	Jenkins (KS)	Roskam
Buchanan	Jenkins (WV)	Ross
Buck	Johnson (LA)	Rothfus
Bucshon	Johnson (OH)	Rouzer
Budd	Johnson, Sam	Royce (CA)
Burgess	Jones	Russell
Byrne	Jordan	Rutherford
Calvert	Joyce (OH)	Sanford
Carter (GA)	Katko	Schweikert
Carter (TX)	Kelly (MS)	Scott, Austin
Chabot	Kelly (PA)	Sensenbrenner
Coffman	King (IA)	Sessions
Cole	King (NY)	Shimkus
Collins (GA)	Kinzing	Shuster
Collins (NY)	Kinzing	Simpson
Comer	Kustoff (TN)	Smith (MO)
Comstock	Labrador	Smith (NE)
Conaway	LaHood	Smith (NJ)
Cook	LaMalfa	Smith (TX)
Crawford	Lamborn	Smucker
Culberson	Lance	Stefanik
Curbelo (FL)	Latta	Stewart
Davidson	Lewis (MN)	Stivers
Davis, Rodney	LoBiondo	Taylor
Denham	Long	Tenney
Dent	Loudermilk	Thompson (PA)
DeSantis	Love	Thornberry
DesJarlais	Lucas	Tiberi
Diaz-Balart	Luetkemeyer	Tipton
Donovan	MacArthur	Trott
Duffy	Marchant	Turner
Duncan (TN)	Marino	Upton
Dunn	Marshall	Valadao
Emmer	Massie	Wagner
Estes (KS)	Mast	Walberg
Farenthold	McCarthy	Walden
Faso	McCaul	Walker
Ferguson	McClintock	Walorski
Fitzpatrick	McHenry	Walters, Mimi
Fleischmann	McKinley	Weber (TX)
Flores	McMorris	Webster (FL)
Fortenberry	Rodgers	Wenstrup
Fox	McSally	Westerman
Franks (AZ)	Meehan	Williams
Frelinghuysen	Messer	Wilson (SC)
Gaetz	Mitchell	Womack
Gallagher	Moolenaar	Woodall
Garrett	Mooney (WV)	Yoder
Gianforte	Mullin	Yoho
Gibbs	Murphy (PA)	Young (AK)
Gohmert	Newhouse	Young (IA)
Goodlatte	Noem	Zeldin
Gosar	Norman	

NAYS—184

Adams	Beatty	Bishop (GA)
Aguilar	Bera	Blumenauer
Barragan	Beyer	Blunt Rochester

Bonamici	Hanabusa	Panetta
Boyle, Brendan F.	Hastings	Pascarell
Brady (PA)	Heck	Payne
Brown (MD)	Higgins (NY)	Pelosi
Brownley (CA)	Himes	Perlmutter
Bustos	Hoyer	Peters
Butterfield	Huffman	Peterson
Capuano	Jackson Lee	Pingree
Carbajal	Jayapal	Pocan
Cárdenas	Jeffries	Polis
Carson (IN)	Johnson (GA)	Price (NC)
Cartwright	Johnson, E. B.	Quigley
Castor (FL)	Kaptur	Raskin
Castro (TX)	Keating	Rice (NY)
Chu, Judy	Kelly (IL)	Rosen
Cicilline	Kennedy	Roybal-Allard
Clark (MA)	Khanna	Ruiz
Clarke (NY)	Kihuen	Ruppersberger
Clay	Kildee	Rush
Cleaver	Kilmer	Ryan (OH)
Clyburn	Kind	Sánchez
Cohen	Krishnamoorthi	Sarbanes
Connolly	Kuster (NH)	Schakowsky
Conyers	Larsen (WA)	Schiff
Cooper	Larson (CT)	Schneider
Correa	Lawrence	Schrader
Costa	Lawson (FL)	Scott (VA)
Courtney	Lee	Scott, David
Crist	Levin	Serrano
Cuellar	Lewis (GA)	Sewell (AL)
Davis (CA)	Lieu, Ted	Shea-Porter
DeFazio	Lipinski	Sherman
DeGette	Loebach	Sinema
Delaney	Lofgren	Sires
DeLauro	Lowenthal	Slaughter
DelBene	Lowe	Smith (WA)
Demings	Lujan Grisham, M.	Soto
DeSaulnier	Luján, Ben Ray	Speier
Deutch	Lynch	Steele
Dingell	Maloney	Swalwell (CA)
Doggett	Carolyn B.	Takano
Doyle, Michael F.	Maloney, Sean	Thompson (CA)
Ellison	Matsui	Thompson (MS)
Engel	McCollum	Titus
Eshoo	McEachin	Tonko
Espallat	McGovern	Torres
Esty (CT)	McNerney	Tsongas
Evans	Meeks	Vargas
Foster	Meng	Veasey
Gabbard	Moore	Vela
Galleo	Moulton	Velázquez
Garamendi	Murphy (FL)	Visclosky
Gomez	Nadler	Walz
Gonzalez (TX)	Neal	Wasserman
Gotthelmer	Nolan	Schultz
Green, Gene	Norcross	Waters, Maxine
Grijalva	O'Halleran	Watson Coleman
Gutiérrez	O'Rourke	Welch
	Pallone	Wilson (FL)
		Yarmuth

NOT VOTING—20

Bass	Davis, Danny	Meadows
Brooks (AL)	Duncan (SC)	Napolitano
Cheney	Frankel (FL)	Renacci
Costello (PA)	Fudge	Richmond
Cramer	Graves (MO)	Scalise
Crowley	Green, Al	Wittman
Cummings	Langevin	

□ 1330

So the previous question was ordered. The result of the vote was announced as above recorded.

Stated for:

Mr. WITTMAN. Madam Speaker, I was unavoidably detained. Had I been present, I would have voted "yea" on rollcall No. 410.

Ms. CHENEY. Madam Speaker, I was unavoidably detained in a meeting with the Chief of Naval Operations. Had I been present, I would have voted "yea" on rollcall No. 410.

Stated against:

Mr. LANGEVIN. Madam Speaker, on rollcall vote No. 410 I was unavoidably detained. Had I been present, I would have voted "nay."

The SPEAKER pro tempore. The question is on the resolution.

The question was taken; and the Speaker pro tempore announced that the ayes appeared to have it.

RECORDED VOTE

Mr. POLIS. Madam Speaker, I demand a recorded vote.

A recorded vote was ordered.

The SPEAKER pro tempore. This is a 5-minute vote.

The vote was taken by electronic device, and there were—ayes 233, noes 188, not voting 12, as follows:

[Roll No. 411]

AYES—233

Abraham	Gosar	Olson
Aderholt	Gowdy	Palazzo
Allen	Granger	Palmer
Amash	Graves (GA)	Paulsen
Amodei	Graves (LA)	Pearce
Arrington	Griffith	Perry
Babin	Grothman	Pittenger
Bacon	Guthrie	Poe (TX)
Banks (IN)	Handel	Poliquin
Barletta	Harper	Posey
Barr	Harris	Ratcliffe
Barton	Hartzler	Reed
Bergman	Hensarling	Reichert
Biggs	Herrera Beutler	Rice (SC)
Bilirakis	Hice, Jody B.	Roby
Bishop (MI)	Higgins (LA)	Roe (TN)
Bishop (UT)	Hill	Rogers (AL)
Black	Holding	Rogers (KY)
Blackburn	Hollingsworth	Rohrabacher
Blum	Hudson	Rokita
Bost	Huizenga	Rooney, Francis
Brady (TX)	Hultgren	Rooney, Thomas
Brat	Hunter	J.
Bridenstine	Hurd	Ros-Lehtinen
Brooks (IN)	Issa	Roskam
Buchanan	Jenkins (KS)	Ross
Buck	Jenkins (WV)	Rothfus
Bucshon	Johnson (LA)	Rouzer
Budd	Johnson (OH)	Royce (CA)
Burgess	Johnson, Sam	Russell
Byrne	Jones	Rutherford
Calvert	Jordan	Sanford
Carter (GA)	Joyce (OH)	Schweikert
Carter (TX)	Katko	Scott, Austin
Chabot	Kelly (MS)	Sensenbrenner
Cheney	Kelly (PA)	Sessions
Coffman	King (IA)	Shimkus
Cole	King (NY)	Shuster
Collins (GA)	Kinzinger	Simpson
Collins (NY)	Knight	Smith (MO)
Comer	Kustoff (TN)	Smith (NE)
Comstock	Labrador	Smith (NJ)
Conaway	LaHood	Smith (TX)
Cook	LaMalfa	Smucker
Cramer	Lamborn	Stefanik
Crawford	Lance	Stewart
Culberson	Latta	Stivers
Curbelo (FL)	Lewis (MN)	Taylor
Davidson	LoBiondo	Tenney
Davis, Rodney	Long	Thompson (PA)
Denham	Loudermilk	Thornberry
Dent	Love	Tiberi
DeSantis	Lucas	Tipton
DesJarlais	Luetkemeyer	Trott
Diaz-Balart	MacArthur	Turner
Donovan	Marchant	Upton
Duffy	Marino	Valadao
Duncan (SC)	Marshall	Wagner
Duncan (TN)	Massie	Walberg
Dunn	Mast	Walden
Emmer	McCarthy	Walker
Estes (KS)	McCauley	Walorski
Farenthold	McClintock	Walters, Mimi
Faso	McHenry	Weber (TX)
Ferguson	McKinley	Webster (FL)
Fitzpatrick	McMorris	Wenstrup
Fleischmann	Rodgers	Westerman
Flores	McSally	Williams
Fortenberry	Meehan	Wilson (SC)
Fox	Messer	Wittman
Franks (AZ)	Mitchell	Womack
Frelinghuysen	Moolenaar	Woodall
Gaetz	Mooney (WV)	Yoder
Gallagher	Mullin	Yoho
Garrett	Murphy (PA)	Young (AK)
Gianforte	Newhouse	Young (IA)
Gibbs	Noem	Zeldin
Gohmert	Norman	
Goodlatte	Nunes	

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Adams	Blumenauer	Brownley (CA)
Aguilar	Blunt Rochester	Bustos
Barragan	Bonamici	Butterfield
Beatty	Boyle, Brendan	Capuano
Bera	F.	Carbajal
Beyer	Brady (PA)	Cárdenas
Bishop (GA)	Brown (MD)	Carson (IN)

Cartwright	Jayapal	Peters
Castor (FL)	Jeffries	Peterson
Castro (TX)	Johnson (GA)	Pingree
Chu, Judy	Johnson, E. B.	Pocan
Cicilline	Kaptur	Polis
Clark (MA)	Keating	Price (NC)
Clarke (NY)	Kelly (IL)	Quigley
Clay	Kennedy	Raskin
Cleaver	Khanna	Rice (NY)
Clyburn	Kihuen	Richmond
Cohen	Kildee	Rosen
Connolly	Kilmer	Roybal-Allard
Conyers	Kind	Ruiz
Cooper	Krishnamoorthi	Ruppersberger
Correa	Kuster (NH)	Rush
Costa	Langevin	Ryan (OH)
Courtney	Larsen (WA)	Sánchez
Crist	Larson (CT)	Sarbanes
Cuellar	Lawrence	Schakowsky
Davis (CA)	Lawson (FL)	Schiff
DeFazio	Lee	Schneider
DeGette	Levin	Schrader
Delaney	Lewis (GA)	Scott (VA)
DeLauro	Lieu, Ted	Scott, David
DelBene	Lipinski	Serrano
Demings	Loeb sack	Sewell (AL)
DeSaulnier	Lofgren	Shea-Porter
Deutch	Lowenthal	Sherman
Dingell	Lowe y	Sinema
Doggett	Lujan Grisham,	Sires
Doyle, Michael	M.	Slaughter
F.	Luján, Ben Ray	Smith (WA)
Ellison	Lynch	Soto
Engel	Maloney,	Speier
Eshoo	Carolyn B.	Suo zzi
Espallat	Maloney, Sean	Swalwell (CA)
Esty (CT)	Matsui	Takano
Evans	McCollum	Thompson (CA)
Foster	McEachin	Thompson (MS)
Frankel (FL)	McGovern	Titus
Fudge	McNerney	Tonko
Gabbard	Meeks	Torres
Gallego	Meng	Tsongas
Garamendi	Moore	Vargas
Gomez	Moulton	Veasey
Gonzalez (TX)	Murphy (FL)	Vela
Gottheimer	Nadler	Velázquez
Green, Gene	Neal	Visclosky
Grijalva	Nolan	Walz
Gutiérrez	Norcross	Wasserman
Hanabusa	O'Halleran	Schultz
Hastings	O'Rourke	Waters, Maxine
Heck	Pallone	Watson Coleman
Higgins (NY)	Panetta	Welch
Himes	Pascrell	Wilson (FL)
Hoyer	Payne	Yarmuth
Huffman	Pelosi	
Jackson Lee	Perlmutter	

NOT VOTING—12

Bass	Cummings	Meadows
Brooks (AL)	Davis, Danny	Napolitano
Costello (PA)	Graves (MO)	Renacci
Crowley	Green, Al	Scalise

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So the resolution was agreed to.

The result of the vote was announced as above recorded.

A motion to reconsider was laid on the table.

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore. Pursuant to clause 8 of rule XX, the Chair will postpone further proceedings today on motions to suspend the rules on which a recorded vote or the yeas and nays are ordered, or on which the vote incurs objection under clause 6 of rule XX.

The House will resume proceedings on postponed questions at a later time.

MEDICARE PART B IMPROVEMENT ACT OF 2017

Mr. BRADY of Texas. Madam Speaker, I move to suspend the rules and pass the bill (H.R. 3178) to amend title

XVIII of the Social Security Act to improve the delivery of home infusion therapy and dialysis and the application of the Stark rule under the Medicare program, and for other purposes, as amended.

The Clerk read the title of the bill.

The text of the bill is as follows:

H.R. 3178

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the “Medicare Part B Improvement Act of 2017”.

(b) TABLE OF CONTENTS.—The table of contents of this Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—IMPROVEMENTS IN PROVISION OF HOME INFUSION THERAPY

Sec. 101. Home infusion therapy services temporary transitional payment.

Sec. 102. Extension of Medicare Patient IVIG Access Demonstration Project.

Sec. 103. Orthotist’s and prosthetist’s clinical notes as part of the patient’s medical record.

TITLE II—IMPROVEMENTS IN DIALYSIS SERVICES

Sec. 201. Independent accreditation for dialysis facilities and assurance of high quality surveys.

Sec. 202. Expanding access to home dialysis therapy.

TITLE III—IMPROVEMENTS IN APPLICATION OF STARK RULE

Sec. 301. Modernizing the application of the Stark rule under Medicare.

Sec. 302. Funds from the Medicare Improvement Fund.

TITLE I—IMPROVEMENTS IN PROVISION OF HOME INFUSION THERAPY

SEC. 101. HOME INFUSION THERAPY SERVICES TEMPORARY TRANSITIONAL PAYMENT.

(a) IN GENERAL.—Section 1834(u) of the Social Security Act (42 U.S.C. 1395m(u)) is amended, by adding at the end the following new paragraph:

“(7) HOME INFUSION THERAPY SERVICES TEMPORARY TRANSITIONAL PAYMENT.—

“(A) TEMPORARY TRANSITIONAL PAYMENT.—

“(i) IN GENERAL.—The Secretary shall, in accordance with the payment methodology described in subparagraph (B) and subject to the provisions of this paragraph, provide a home infusion therapy services temporary transitional payment under this part to an eligible home infusion supplier (as defined in subparagraph (F)) for items and services described in subparagraphs (A) and (B) of section 1861(iii)(2) furnished during the period specified in clause (ii) by such supplier in coordination with the furnishing of transitional home infusion drugs (as defined in clause (iii)).

“(ii) PERIOD SPECIFIED.—For purposes of clause (i), the period specified in this clause is the period beginning on January 1, 2019, and ending on the day before the date of the implementation of the payment system under paragraph (1)(A).

“(iii) TRANSITIONAL HOME INFUSION DRUG DEFINED.—For purposes of this paragraph, the term ‘transitional home infusion drug’ has the meaning given to the term ‘home infusion drug’ under section 1861(iii)(3)(C), except that clause (ii) of such section shall not apply if a drug described in such clause is identified in clauses (i), (ii), (iii) or (iv) of subparagraph (C) as of the date of the enactment of this paragraph.